RIGHT OF LEVY ON UNRIPE CROPS. — At common law crops which require expenditure of labor, *fructus industriales*, are personalty, and as such are subject to levy and sale on sheriff's writ. *Kimball* v. *Sattley*, 55 Vt. 285. And, apart from statute, this general rule would seem to apply also in the case of unriped crops. In the recent case of *Tipton* v. *Martzell*, 57 Pac. Rep. 806 (Wash.), the Supreme Court of Washington takes a different view. There a lessee of land contracted with his lessor to harvest a crop of wheat and deliver one third of it to his landlord. In pursuance of a judgment against the tenant a sheriff levied on the growing crop three months before its maturity. The court held that the levy could not be made, for owing to the condition of the property its severance from the soil would result in no gain to the creditor and considerable loss to the debtor. Furthermore, the serving of the writ would abrogate the contract and extinguish the landlord's interest in the crop.

These difficulties, however, are more apparent than real. The levy and sale do not require immediate severance of the crop from the soil with a consequent loss to the debtor and small gain to the creditor. The vendee under sheriff's sale would have a reasonable time in which to remove the goods, — and in the present case a "reasonable time" would fairly extend to the maturity of the crop. This seems the true result on principle, — to hold otherwise is to defeat the very object for which the levy is allowed. *Peacock* v. *Purvis*, 2 Brod. & Bing. 362. The second difficulty which influenced the court was the existence of the agreement between the landlord and the tenant. But by this contract the landlord had no estate in the grain until the crop had ripened and was divided. Until then the wheat, being still personal property of the tenant, was subject to seizure. It is indeed possible that the court so construed the contract as to make the parties tenants in common of the crop. Such is an ordinary form of contract in similar cases. But in this event the sheriff might seize the whole, sell the interest of the debtor, and the vendee by the sale would simply become a tenant in common with the landlord. It was also suggested that the agreement here was for services to be performed only by the lessee. But the landlord's personal wishes alone should not operate to defeat the creditor's right. On principle and on authority, then, it seems clear that the levy should have been allowed.

LANDLORD AND TENANT — HOLDING OVER. — Tenancies from year to year owe their origin to judicial legislation growing out of the hardships of estates at will where no notice was necessary to terminate the lease. Accordingly where a tenant enters under a lease void because of the Statute of Frauds, or under an unfulfilled agreement to lease, and yearly rent has been agreed on, admitted, or actually paid, he is held a tenant from year to year in jurisdictions where such tenancies are allowed. *Doe d. Tilt* v. *Stratton*, 4 Bing. 446; *Right d. Flower* v. *Darby*, 1 T. R. 159. It is also well settled in New York that if a lessee holds over after the expiration of his term his landlord may elect to treat him as a trespasser or as a tenant from year to year. And this rule has been rigidly applied. In *Haynes* v. *Aldrich*, 31 N. E. Rep. 94 (N. Y.), the defendant remained in possession three days after the expiration of his lease. Sickness and inability to engage trucks were his excuses, — yet the court forced on him a new tenancy.